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SOME SPEED BEING MADE

Defendant's Shoes Produced In Court.

McDuffie Gives Evidence In Jones Murder Trial.

Pacific Heights Railway Case to Supreme Court—Testa Libel Case.

Substantial progress was made in the Jones murder trial yesterday, making it appear less like an endless performance than before. After a short redirect examination of Mrs. Marcus Parmenter by the prosecution, that witness was released. It was the fifth day of her appearance on the stand. Being that of an eyewitness of the killing of Mrs. Jones, the evidence of Mrs. Parmenter was treated by both sides as of highest importance.

Arthur McDuffie, who was a police officer at the time of the tragedy, was on the stand the larger portion of the day but not testifying all the time. There was a fight over the question of proving by him threats made by Jones on his arrest for assaulting his wife, before Mrs. Jones obtained a divorce, against her and the motorman of whom he was jealous. The fact of a reconciliation between husband and wife in the meantime was considered, and the court ruled the proposed evidence to be too remote as to the time of the threats and immaterial as to the threatening of the motorman. Witness indicated on the map where the body of Mrs. Jones lay after she was shot.

McDuffie testified uncertainly about a pair of shoes introduced, regarding the day on which Jones in prison acknowledged the shoes were his property. He thought it was the 24th or 25th of August. That he was ordered by the High Sheriff to try the shoes on Jones in jail was struck out as hearsay on objection by Mr. Robertson. As Jones was not in custody until the 26th, it was evident the witness was mistaken in the date of his errand to the jail.

On cross-examination McDuffie said he was now working for a salary in the Attorney General's department, helping to prepare cases in which he was concerned.

High Sheriff Wm. Henry, called in the afternoon, corroborated McDuffie's testimony in its material aspect. He was jailer at the time McDuffie went to the jail with the shoes.

Willie Vida, who was on the police force at the time of the shooting, testified about the finding of the shoes, etc.

Dr. Emerson was called to testify to the death of Mrs. Jones and was on the stand when the court adjourned.

TESTA LIBEL CASE SET.

The case of F. J. Testa, indicted for criminal libel, in which a mistrial was recorded on Tuesday owing to disagreement of the jury, has been set for trial before Judge De Bolt on Monday next. It is expected that T. McCants Stewart, for the defendant, will make a fight against a retrial of the case by Judge De Bolt, on the ground that the latter ruled against the defendant on material points in the first trial.

Judge De Bolt was not going to undertake any more criminal trials this term because of the length of his civil calendar, but a number of civil cases having been continued or settled he will give next week to the criminal calendar.

SENTENCE FOR GROSS CHEAT.

Naome Iakua pleaded guilty to one of two indictments for gross cheat and was fined \$30 and costs by Judge Robinson. He was released from the other indictment under a nolle prosequi. Iakua was charged with collecting money at Waianae under the false pretence that he was sent to do so by Lizzie K. Puahi, the agent of Tam Pong.

FORECLOSURE APPEAL.

The Honolulu Rapid Transit & Land Co. has brought a writ of error on the foreclosure proceedings against the Pacific Heights Electric Railway Co. had before Judge Robinson. Defendants in error are W. O. Smith, trustee for the bondholders and petitioner; the P. H. E. R. Co., August Dreier and Sister Albertina, respondents. A bond in \$1000 is filed by plaintiff in error to cover any judgment that may be rendered against it in case it fail to sustain its writ of error.

The foreclosure sale under the decree of Judge Robinson is advertised for noon tomorrow.

THE LAND COURT.

Lyle A. Dickey, examiner, has filed a report containing 78 sheets on land in Twile, a registered title for which is petitioned for by Wilder & Co. in the Court of Land Registration. The report is favorable.

W. L. Howard has entered on his duties as Registrar of the Court of Land Registration.

COURT NOTES.

On withdrawal of appeal by defendant in the case of Woods & Sheldon vs. F. K. Makino, Judge De Bolt remanded the case to the District Court of Honolulu for further proceedings. Judgment was given in that court for plaintiff for \$25.65.

L. Schweitzer expended more money than he received as executor of the

last will of Samuel Sachs, deceased. He petitions for approval of accounts and discharge. His receipts are \$738.29 and payments \$869. The difference of \$130.71 was advanced by relatives of deceased, so that all legal claims were paid.

Accounts of R. L. Marx, guardian of Alexander Martin Marx, a minor, came before Judge Robinson today with petition for discharge, the minor having come of age. There is a balance of \$23.74 due the guardian. The young man's estate consists of a piece of land at Beretania and Piikoi streets valued at \$5000.

SHOULD RAILWAY PAY WATER RATES

A "submission without action" in the Supreme Court is the method adopted to settle the water rates dispute between the Government and the Oahu Railway and Land Co. J. H. Howland, Superintendent of Water Works, is named as plaintiff, and W. F. Dillingham, treasurer of the O. R. & L. Co., signs the submission along with him. The facts that are in controversy are thus presented:

"That since the year 1899 the Oahu Railway and Land Co. has used government water from the government pipes in Honolulu, to wit: water at its roundhouse for the purpose of supplying its locomotives with water; water at its station in Honolulu for ordinary lavatory and irrigation purposes, and other water necessary for the purposes of its railroad.

"That on the 29th day of November, 1904, J. H. Howland, as Superintendent of Water Works, demanded the sum of one hundred and fifty-one 50-100 dollars (\$151.50) for the period from July 1, 1904, to December 31, 1904, and on the 4th day of January, 1905, said J. H. Howland, Superintendent of Water Works, again demanded said sum, together with a like sum for the period from January 1, 1905, to June 30, 1905, and notified the company that if the same was not paid the government water supply would be shut off.

"That the Oahu Railway and Land Co. claims that such demand is illegal and that it is exempt under the public status of the Territory and under its charter and contract with the Minister of the Interior, copies of which charter and contract are filed herewith, marked Exhibit A and made part hereof, from the payment of said water rates or any part thereof.

"The question in difference which is submitted to this honorable court is whether or not said Oahu Railway and Land Co. is liable for the payment of said water rates or any part thereof."

BIG CASH CLAIM FOR LAHAINALUNA

The office of the Attorney General, together with W. R. Castle, is at work upon an agreed statement of facts that involves the title to the Lahainaluna school lands and a claim against the government for \$15,000 on account of the school by the American Board of Missions. The Lahainaluna school was established by the American Board of Missions, with headquarters in Boston, in the year 1831. Four years later in 1835 the chiefs granted the property at present occupied, for school purposes and the instruction went ahead and prospered in the good work that it was doing.

In the year 1849 the whole question of land titles throughout the kingdom was taken up by a commission and the claim of the Board of Missions was allowed. Before the award was made, however, an arrangement was made by which the Government took over the school lands and the claim against the government for \$15,000 on account of the school by the American Board of Missions, with headquarters in Boston, in the year 1831. Four years later in 1835 the chiefs granted the property at present occupied, for school purposes and the instruction went ahead and prospered in the good work that it was doing.

So the school ran along until 1894 when the Republic of Hawaii was established. Then came annexation and by the Organic Act the Government of the Territory is expressly forbidden to apply public funds to sectarian purposes. Under these circumstances the American Board of Missions claims the \$15,000 arranged for in the agreement of 1849.

Should the Supreme Court decide in favor of the Board the sum will have to be paid over to the Board forthwith.

DREDGING CO. LOSES ITS SUIT

Judge Robinson yesterday afternoon, at the close of the final hearing in a long series, dismissed the petition of the Hawaiian Dredging Co. for a writ of mandamus to C. S. Holloway, Superintendent of Public Works, for compelling him to prepare a voucher for the payment of \$640 on account of certain dredging in Honolulu harbor.

The claim for this comparatively small amount was based on the fact of a contract amounting to \$58,688. Superintendent Holloway's defense was in effect that the company, having been notified that the appropriation for dredging was nearly exhausted, and the piece of work in question despite an understanding that no more dredging was to be done in the particular section mentioned without further instructions.

It appeared that the last previous payment on the contract had been made by a voucher which Auditor Fisher insisted must be marked "final." The company might have made a fight against this action of the Auditor, but did not.

H. E. Cooper and S. H. Derby appeared for the Hawaiian Dredging Co. at the final hearing, and J. W. Cathcart for the respondent. An appeal was noted by Mr. Cooper.

WHITNEY IS SUSTAINED

Judge De Bolt Finds No Case of Conspiracy Made Out.

"I am afraid I will have to leave this country," George A. Davis exclaimed when Judge De Bolt informed him yesterday afternoon that on the record presented, with an oral extension besides, he would have dismissed the charge of conspiracy against Sekano and Uta Nahashima, as District Magistrate Whitney did on Wednesday.

"If that is not a clear case of conspiracy I will have to learn the practice of law all over again," was another emphatic remark of Mr. Davis.

Judge De Bolt held an informal hearing of the written request of Davis for a warrant of arrest against the two Japanese, a man and a woman, who were discharged by Judge Whitney, as reported in yesterday's Advertiser.

"I do not intend to make any charge against Judge Whitney," Davis said a few moments after the subject of remark had entered Judge De Bolt's courtroom. "I may have said something like that yesterday when I was excited, but I did not mean to take any such extreme course."

Judge De Bolt had not only listened to Mr. Davis's argument and reading of the District Court record, but carefully read the record for himself before expressing the opinion already quoted. He said there was some evidence shown as to one defendant, but none regarding the other, as was necessary to prove conspiracy.

"You know that the relations between myself and the Attorney General are strained," Mr. Davis said, as reason why he did not take the case to the Grand Jury instead of asking for a warrant.

"Oh, you only think so," Judge De Bolt rejoined. He further stated his agreement with the principle adopted by the late Judge Wilcox in refusing to issue a warrant, excepting in emergency, while the Grand Jury was in session.

Mr. Davis, after the incident was closed in the courtroom, decided to have recourse to the Grand Jury. Meeting Deputy Attorney General Peters in the corridor he gave him the District Court record transcript and asked him to have the case presented to the Grand Jury.

A. R. Cunha, associate counsel with Mr. Davis in the District Court, was present at the hearing. J. W. Cathcart, who had appeared with A. M. Brown for the defendants, dropped in to see Judge De Bolt on another matter, but took no part in the proceedings. Mr. Brown was not present. Four witnesses for the prosecution, including a comely young Japanese woman, who smiled in evident amusement when the argument was at high pitch, were in attendance. A Japanese interpreter was also on hand.

It appeared from the record, with an extension thereto, which Mr. Cunha was allowed to give orally, that a Japanese, the complaining witness, had been given a letter supposed to contain \$25, which he was to deliver to Sekano's father in Japan. Sekano and the woman, said to be a relative of his, claimed that the money had been lost. They demanded it of the complaining witness, who stoutly averred that he had paid the money to the woman. Next the defendants are alleged to have raised their demand to \$100 and threatened the complaining witness that if he did not comply he would have his hands "tied behind his back" and be arrested. On one of several occasions, when they annoyed the man and his family, it was alleged, Sekano committed a personal assault on the man.

Davis urged that the woman joined in the threats and the demand for money, but Judge De Bolt told him there was no evidence of agreement or combination, as required by the statute, nor anything to show that the defendants did not have a right to demand the payment of money.

"If it had been a case of assault and battery I would not care," Davis said among a great deal more, "but this is one of those cases that end in murder with the Japanese."

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Regular Friday Sale

I will sell at my salesroom, 847 Kaahumanu street,
Bedroom Suites, in Oak.
Chairs, in Oak and Maple.
Tables.
Dining Table, extension.
Stoves, for wood or coal.
Sideboard, oak.
Rockers.
Large Plate Glass Mirror.
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SINGER SEWING MACHINE IN FINE ORDER.
1 New Home Sewing Machine.
Glassware.
2 MALE CANARIES (good warblers).
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Plants, Etc.

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Groceries, Jellies.
Rice (new, Al Hawaiian).
Matting, Etc.

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I will sell at my salesroom, 847 Kaahumanu street,

1 Lot Wall Fixtures
With Plate Glass Mirrors, suitable for ice cream parlor.
1 Corner Counter, with marble top.

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I will sell at my salesroom, 847 Kaahumanu street,

1 Oak Roller Top Desk.
1 Walnut Roller Top Desk.
1 "Herring" Safe.
Lot Colr Matting.
1 Office Table.
1 Pigeonhole Cupboard.
1 Copying Press.
1 Lamp.
1 Revolving Office Chair.

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SATURDAY, FEBRUARY 4, 1905—

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